

## **REMARKS**

Claims 1, 4, 25, 50, 57, 94, 100, and 111 have been amended. Claims 2, 3, and 51 have been canceled. Claims 1, 4-50, and 52-111 remain pending in the application. Claims 6, 7, 27, 53, 62, 82, 97 and 101 are objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form. Reconsideration is respectfully requested in light of the following remarks.

### **Section 102(e) Rejection:**

The Examiner rejected claims 25, 26, 28-38, 79, 81, 83-85 and 87 under 35 U.S.C. § 102(e) as being anticipated by Beck et al. (U.S. Patent 6,604,140) (hereinafter “Beck”).

**In regard to claim 25, contrary to the Examiner’s assertion, Beck does not anticipate a peer node, comprising...program instructions executable by a processor to: discover advertisements for resources in a peer-to-peer network, wherein each resource advertisement comprises an identification of a corresponding resource and an indication of how to access the corresponding resource; and access said resources corresponding to said advertisements as indicated in said advertisements; wherein said resources include other peer nodes in the peer-to-peer network, and wherein said advertisements include peer advertisements corresponding to the other peer nodes.**

Beck discloses a method, apparatus and computer product that enables one or more computing devices to discover and use services over a network. Beck’s service discovery is based on periodic multicasting of exported service descriptions to nearby devices over the network. In Beck’s system, middleware enables a device to discover, advertise and use services. Beck’s system enables software clients on the same device to share a service implementation (in the case of a local service) or to share an implementation proxy (in the case of a remote service). (Beck, Abstract). Beck

specifically defines “service” and “service discovery” at col. 1, lines 21-22 (emphasis added):

Functionality is provided through the use of a service, which is an independent piece of software that performs a specific function on behalf of a client. By exchanging services, functionality is shared between devices. Service discovery refers to the process used by a device to find and load services on other devices.

Beck also defines “Service” and “Service Discovery” at col. 2, lines 21-22 and 29-30. In the rejection of claim 25, the Examiner cites Beck, col. 4, lines 45-51 and asserts “advertiser in each device create a service descriptor, which includes service name, and the location of the code that implement the service.” However, it is clear from the citation and from the above citations provided by Applicants that Beck’s service descriptors specifically and only advertise services as defined by Beck. The paragraph that contains the Examiner’s citation begins as “FIG. 2 shows an example of a flowchart for advertisement of services in accordance with the present invention.” Beck does not teach or suggest that services include peer nodes, and Beck’s specific definition of services **precludes services from including other peer nodes**. Beck’s specific definition of “service” does not include peers or peer nodes. Furthermore, Beck states “by exchanging services, functionality is shared between devices.” Peer nodes by their nature clearly cannot be exchanged by devices.

In addition, Beck does not teach or suggest peer advertisements corresponding to other peer nodes. Furthermore, Beck does not teach or suggest accessing another peer node corresponding to a peer advertisement as indicated in the peer advertisement.

In the rejection of claim 26, which before amendment included the limitation *wherein said resources include one or more of peers*, the Examiner cites Beck, col. 4, lines 31-39. The citation again only refers to services and the advertisement of services, and does not teach or suggest the notion of advertisements corresponding to peer nodes or the notion of advertising peers or peer nodes.

In the rejection of claim 29, which before amendment included the limitation *wherein the resources include other peers*, and which currently recites *wherein the program instructions are further executable to discover a peer advertisement corresponding to another peer node*, the Examiner cites Beck, col. 7, lines 45-48, and asserts “IP address and the TCP port.” This citation is directed at “the descriptor for a *remote service*.” Beck simply teaches in this citation that the service descriptor (which the Examiner has equated with Applicants’ advertisement) for a remote service contains information about the location of the remote device on which the remote service implementation resides. “The implementation proxy resides on the device using the service (Device-3, 701), while the remote service implementation resides on a remote device (Device-4, 702).” (Col. 7, lines 36-39). Beck does not teach or suggest, in this citation or elsewhere, the notion that *the resources include other peers* (i.e., that “services” include peers; again, Beck’s definition of “service” does not include peers or peer nodes), nor does Beck teach or suggest in this citation or elsewhere the notion of a *peer advertisement corresponding to another peer node*.

In the rejection of claim 38, which before amendment included the limitation *wherein the resources include peers*, the Examiner cites Beck, col. 8, lines 31-37. In this citation, Beck is describing “access to a service by a software client.” Beck clearly does not teach or suggest in this citation the notion of the resources that are advertised including peers. Again, Beck specifically defines a service as an independent piece of software that performs a specific function on behalf of a client.

In the Action dated September 18, 2008, the Examiner asserts, in response to the Applicants’ above arguments, “Beck teaches the service descriptor for the remote service includes other peers information such as address and port (see Beck, col. 7, lines 45-63).” Again, Beck teaches service descriptors for advertising services. Even if true that Beck’s service descriptors may include information regarding a peer, this does not make the service descriptors equivalent to claim 25’s peer advertisements. Beck’s service descriptors are specifically intended to advertise Beck’s services, not Beck’s peers.

**In further regard to claim 25, the cited art does not teach wherein each advertisement is a programming language independent metadata document.**

In regard to claim 2, now canceled, the Examiner asserts “Beck-Lynch discloses wherein each peer advertisement is programming language independent metadata document...(see Beck, col. 2, lines 54, Java).” The citation reads “Both the middleware and the services are advantageously written in Java.” The citation is not referring to advertisements, nor is the citation directed at Beck’s “Service Descriptor”, which the Examiner has equated with Applicants’ advertisements. The citation teaches or suggests nothing about advertisements, nor does the citation teach anything like an advertisement or a “service descriptor” being a programming language independent metadata document. Moreover, Java is not a “programming language independent metadata document,” nor does Beck’s mentioning Java teach or suggest this limitation.

In regard to claim 79, which includes a similar limitation to wherein each advertisement is a programming language independent metadata document as recited in amended claim 25, the Examiner cites Beck, col. 7, line 57. This citation refers to “the protocol for communication between the implementation proxy and remote implementation,” and mentions that “Java Remote Method Invocation (RMI) is used.” The citation is not referring to advertisements, nor is the citation directed at Beck’s “Service Descriptor”, which the Examiner has equated with Applicants’ advertisements. The citation teaches or suggests nothing about advertisements, nor does the citation teach anything like an advertisement or a “service descriptor” being a programming language independent metadata document. Moreover, Java Remote Method Invocation (RMI) is not a “programming language independent metadata document,” nor does Beck’s mentioning Java RMI teach or suggest this limitation.

In the Action dated September 18, 2008, the Examiner asserts, apparently in response to the Applicants’ above arguments given in regards to claim 79, “In response to applicants’ argument that the prior art does not teach ‘device independent language’, however applicant specification does not provide a specific definition of what is a device

independent language, Beck teaches the language independent concept that the implementation can be written in any language.” With all due respect, the Examiner’s assertions here have nothing to do with what is actually recited the claim or with Applicants’ actual arguments. **Applicants have not argued that “the prior art does not teach ‘device independent language’.” Applicants’ claim does not include the limitation ‘device independent language’.** Even if it is true that Applicants’ specification “does not provide a specific definition of what is a device independent language”, as asserted by the Examiner, this is irrelevant because such a limitation does not appear in the claim.

In addition, the Examiner asserts “Beck teaches the language independent concept that the implementation can be written in any language.” Applicants’ claim also does not include the limitation “the implementation can be written in any language.” Therefore, this assertion by the Examiner is also irrelevant.

“[U]nless a reference discloses within the four corners of the document not only all of the limitations claimed but also all of the limitations arranged or combined in the same way as recited in the claim, it cannot be said to prove prior invention of the thing claimed and, thus, cannot anticipate under 35 U.S.C. § 102.” *Net MoneyIN, Inc. v. VeriSign et al.*, Case No. 07-1565 (Fed. Cir., Oct. 20, 2008). Anticipation requires the presence in a single prior art reference disclosure of each and every element of the claimed invention, arranged as in the claim. M.P.E.P 2131; *Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co.*, 221 USPQ 481, 485 (Fed. Cir. 1984). The **identical invention** must be shown in as complete detail as is contained in the claims. *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). Nowhere does the Beck reference disclose “each and every element of the claimed invention” (claim 25 of the instant application) as arranged in the claim. For example, Beck does not disclose *wherein said resources include other peer nodes in the peer-to-peer network, and wherein said advertisements include peer advertisements corresponding to the other peer nodes*, nor does Beck disclose *wherein each advertisement is a programming language independent metadata document*. Furthermore, even if Beck did disclose one or more of

the above elements, nowhere does Krapf disclose the above elements arranged as in claim 25. For at least the reasons given above, Krapf clearly does not anticipate Applicants' claim 25.

Thus, for at least the reasons presented above, the rejection of claim 25 is not supported by the cited art and removal thereof is respectfully requested.

**In regard to claim 79, contrary to the Examiner's assertion, Beck does not anticipate a peer node broadcasting a discovery query message specifying a type of resource on the network.**

The Examiner cites Beck, col. 4 lines 40-54 and col. 8, lines 16-25, "send a request for the service." Contrary to the Examiner's assertion, neither of these citations teaches or suggests a client broadcasting a discovery query message specifying a type of resource on the network.

Col. 8, lines 16-25 states "Service Lookup refers to the process used by a client to request a service." In Figure 5, and in the accompanying description beginning at col. 6, line 3, Beck describes a "method of service lookup." At col. 6, lines 4-6, Beck states (emphasis added): "In step 501, a client requests usage of a service by querying the service registry." Clearly, Beck's "Service Lookup" does not involve **broadcasting a discovery query message** on the network. In contrast, Beck's "Service Lookup" simply involves querying a service registry. Querying a service registry is clearly not the same thing as broadcasting a discovery query message on a network.

Col. 4 lines 40-54 states:

In step 201, the advertiser retrieves a service that the device wishes to advertise. In the present embodiment, this operation is implemented by querying the service registry

As noted above, querying a service registry is clearly not the same thing as broadcasting a discovery query message on a network. The citation goes on to state:

In step 203, the advertiser exports the service by multicasting the previously created service descriptor on a predefined multicast address over the ad-hoc network, 103.

Here, Beck discloses multicasting a service descriptor, not multicasting a discovery query message. Beck does not disclose broadcasting or multicasting a discovery query message.

In the Action dated September 18, 2008, in response to the above arguments, the Examiner asserts “Beck teaches the device acting as a service advertiser query resources that available on other devices (see Beck, col. 7 lines 63-67 to col. 8, lines 1-6), this equivalent to broadcast query message.” Applicants respectfully disagree with the Examiner’s assertion. This citation does not teach what the Examiner asserts. The citation does not teach “query resources that available on other devices.” The citation only mentions that a device acting as a service advertiser may “learn about and then advertise” services. The rest of the paragraph, through col. 8, line 15, describes how this is done in Beck’s system, and the description does not include anything like broadcasting or multicasting a discovery query message. Instead, Beck relies upon the other devices informing the “device acting as a service advertiser” about services that they want the other device to advertise. Thus, Beck, by relying on devices to inform other devices of services that they want the other devices to advertise, if anything, teaches away from the notion of the “device acting as a service advertiser” querying other devices to discover services on the other devices. Contrary to the Examiner’s assertion, what Beck teaches in this citation and elsewhere is **not** “equivalent to broadcast query message.”

**In further regard to claim 79, contrary to the Examiner’s assertion, Beck does not anticipate the peer node receiving one or more advertisements for the specified type of resource in response to said discovery query message.**

Again, Beck does not disclose broadcasting a discovery query message. In addition, referring again to FIG. 5 of Beck, and the accompanying description beginning at col. 6, line 3, Beck teaches, at col. 6, lines (emphasis added):

In step 501, a client requests usage of a service by querying the service registry. In the present embodiment, the client furnishes a description of the requested service via attributes of the service interface and, optionally, the service implementation. The registry matches this request against descriptors of known services. If a service descriptor matches the description of the requested service, the registry follows in step 502 where it checks if the service is already loaded on the device. If the service is not loaded on the device, the service registry follows steps 503, 504 and 505 in order to respectively download the service interface, adapter and implementation [to the device]... The process of binding a service terminates in step 507 where a reference to the service adapter is returned to the client.

In other words, Beck's service registry does not send advertisements to a requesting client in response to a query of the registry; instead, Beck discloses that, if the service is not already loaded on the device, the service registry downloads the service interface, adapter and implementation to the device. The service registry then returns a reference to the service adapter to the client. Beck defines "Service Adapter" at col. 2, lines 24-25:

Service Adapter: an entity that interposes between clients and a service implementation.

A reference to a service adapter is clearly not an advertisement for a service. Furthermore, the Examiner has equated Beck's "Service Descriptor" with Applicants' advertisement, and Beck's "Service Descriptor", which is defined as "an entity that describes a service," is clearly and distinctly different than a reference to a service adapter, and Beck clearly and consistently distinguishes between the two entities. Beck's service registry does not return a service descriptor to the client.

**In further regard to claim 79, contrary to the Examiner's assertion, Beck does not anticipate wherein each advertisement is a programming language independent metadata document formatted in accordance with a peer-to-peer protocol.**

The Examiner cites Beck, col. 7, line 57. This citation refers to "the protocol for communication between the implementation proxy and remote implementation," and



mentions that “Java Remote Method Invocation (RMI) is used.” The citation is not referring to advertisements, nor is the citation directed at Beck’s “Service Descriptor”, which the Examiner has equated with Applicants’ advertisements. The citation teaches or suggests nothing about advertisements, nor does the citation teach anything like an advertisement or a “service descriptor” being a programming language independent metadata document. Moreover, Java Remote Method Invocation (RMI) is not a “programming language independent metadata document formatted in accordance with a peer-to-peer protocol,” nor does Beck’s mentioning Java RMI teach or suggest this limitation.

In the Action dated September 18, 2008, the Examiner asserts, apparently in response to the Applicants’ above arguments, “In response to applicants’ argument that the prior art does not teach ‘device independent language’, however applicant specification does not provide a specific definition of what is a device independent language, Beck teaches the language independent concept that the implementation can be written in any language.” With all due respect, the Examiner’s assertions here have nothing to do with what is actually recited in the claim or with Applicants’ actual arguments. **Applicants have not argued that “the prior art does not teach ‘device independent language’.” Applicants’ claim does not include the limitation ‘device independent language’.** Even if it is true that Applicants’ specification “does not provide a specific definition of what is a device independent language”, as asserted by the Examiner, this is irrelevant because such a limitation does not appear in the claim.

In addition, the Examiner asserts “Beck teaches the language independent concept that the implementation can be written in any language.” Applicants’ claim also does not include the limitation “the implementation can be written in any language.” Therefore, this assertion by the Examiner is also irrelevant.

Applicants remind the Examiner that anticipation requires the presence in a single prior art reference disclosure of each and every element of the claimed invention, arranged as in the claim. M.P.E.P 2131; *Lindemann Maschinenfabrik GmbH v. American*

*Hoist & Derrick Co.*, 221 USPQ 481, 485 (Fed. Cir. 1984). The identical invention must be shown in as complete detail as is contained in the claims. *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). Nowhere does the Beck reference disclose “each and every element of the claimed invention” (claim 79 of the instant application) as arranged in the claim. For example, Beck does not disclose *a peer node broadcasting a discovery query message specifying a type of resource on the network*, nor does Beck disclose *the peer node receiving one or more advertisements for the specified type of resource in response to said discovery query message*. Furthermore, even if Beck did disclose one or more of the above elements, nowhere does Krapf disclose the above elements arranged as in claim 79. For at least the reasons given above, Krapf clearly does not anticipate Applicants’ claim 79.

Thus, for at least the reasons presented above, the rejection of claim 79 is not supported by the cited art and removal thereof is respectfully requested.

**In regard to claim 81, Beck does not anticipate wherein the discovery query message specifies peer nodes as the resource type.** The Examiner cites Beck, col. 4, lines 40-51. Applicants traverse this rejection for at least the reasons given above in regards to claim 25. The paragraph that contains the Examiner’s citation begins as “FIG. 2 shows an example of a flowchart for advertisement of services in accordance with the present invention.” Again, Beck’s service descriptors specifically and only advertise services as defined by Beck. Beck does not teach or suggest that services include peer nodes.

Thus, for at least the reasons presented above, the rejection of claim 81 is not supported by the cited art and removal thereof is respectfully requested.

### **Section 103(a) Rejections:**

The Examiner rejected claims 1-5, 9-21, 39-46, 48-52, 55-61, 63, 65-76, 88-95, 98-100 and 102-111 under 35 U.S.C. § 103(a) as being unpatentable over Beck in view of Lynch (U.S. Patent 6,487,600) (hereinafter “Lynch”).

**In regard to claim 1, contrary to the Examiner’s assertion, the cited art does not teach a peer advertisement for each of said peers, wherein each peer advertisement comprises an identification of a corresponding one of said peers and communication address for the corresponding one of said peers, wherein one or more of said peer advertisements further comprises an indication of a service or a content provided by the peer corresponding to that peer advertisement.**

The Examiner cites Beck, col. 7, lines 46-47, and states “for example the IP address and the TCP port.” Beck’s service descriptors specifically and only advertise services as defined by Beck. Beck does not teach or suggest that services include peer nodes. The col. 7, lines 46-47 citation is directed at “the descriptor for a *remote service*.” Beck simply teaches in this citation that the service descriptor (which the Examiner has equated with Applicants’ advertisement) for a remote service contains information about the location of the remote device on which the remote service implementation resides. “The implementation proxy resides on the device using the service (Device-3, 701), while the remote service implementation resides on a remote device (Device-4, 702).” (Col. 7, lines 36-39). The cited art does not teach or suggest, in this citation from Beck or elsewhere, the notion of *a peer advertisement for each of said peers, wherein each peer advertisement comprises an identification of a corresponding one of said peers and communication address for the corresponding one of said peers, wherein one or more of said peer advertisements further comprises an indication of a service or a content provided by the peer corresponding to that peer advertisement.* In addition, Applicants’ other arguments regarding the Examiner’s assertion that the cited art teaches the notion of peer advertisements for peers presented above in regard to claim 25 apply equally to claim 1.

The Examiner relies upon Lynch to assert the cited art teaches “an identification of the peer node,” and cites Lynch, col. 23 lines 54-56, and FIG. 13, “peer ID and the corresponding IP address.” However, Lynch, like Beck, does not teach or suggest the notion of peer advertisements for each of said peers as recited in claim 1.

In the Action dated September 18, 2008, in response to the above arguments, the Examiner asserts “peer advertisements simply include two things, the identification and the communication address, Beck-Lynch teaches each node that advertise the service to other nodes also includes the address and the identification of the node, therefore the combination of Beck-Lynch teaches the peer advertisement for each peers.” Amended claim 1 recites wherein one or more of said peer advertisements further comprises an indication of a service or a content provided by the peer corresponding to that peer advertisement. Thus, claim 1’s peer advertisements include more than “simply two things, the identification and the communication address.”

In the Examiner’s arguments regarding claim 3, now canceled, which included limitations similar to the limitation wherein one or more of said peer advertisements further comprises an indication of a service or a content provided by the peer corresponding to that peer advertisement in amended claim 1, the Examiner asserts that Beck-Lynch discloses this limitation, and refers to Beck, col. 7 lines 45-48, asserting “service advertisement also include the location of the device that advertise the service.” However, **the cited art does not disclose a peer advertisement that comprises an indication of a service or a content provided by the corresponding peer**. Beck, col. 7, lines 45-48, is directed at “the descriptor for a remote *service*.” Beck simply teaches in this citation that the service descriptor (which the Examiner has equated with Applicants’ service advertisement) for a remote service contains information about the location of the remote device on which the remote service implementation resides. A service advertisement that advertises a service contains information about the location of a remote device is clearly not the same as a peer advertisement that advertises a

corresponding peer and comprises an indication of a service or a content provided by the corresponding peer.

**In further regard to claim 1, the cited art does not teach a peer-to-peer network system comprising a plurality of peers, a peer advertisement for each of said peers, a plurality of peer services or content provided by one or more of said peers, and a service or content advertisement for each of said services or content, wherein each advertisement is a separate document.**

The cited art relied upon by the Examiner does not disclose, alone or in combination, a peer-to-peer network system in which there is a peer advertisement for each peer, and a service or content advertisement for each service or content, wherein each advertisement is a separate document.

**In further regard to claim 1, the cited art does not teach a peer-to-peer network system comprising a plurality of peers, a peer advertisement for each of said peers, a plurality of peer services or content provided by one or more of said peers, and a service or content advertisement for each of said services or content, wherein each advertisement is a programming language independent metadata document.**

In regard to claim 2, now canceled, the Examiner asserts “Beck-Lynch discloses wherein each peer advertisement is programming language independent metadata document...(see Beck, col. 2, lines 54, Java).” The citation reads “Both the middleware and the services are advantageously written in Java.” The citation is not referring to advertisements, nor is the citation directed at Beck’s “Service Descriptor”, which the Examiner has equated with Applicants’ advertisements. The citation teaches or suggests nothing about advertisements, nor does the citation teach anything like an advertisement or a “service descriptor” being a programming language independent metadata document. Moreover, Java is not a “programming language independent metadata document,” nor does Beck’s mentioning Java teach or suggest this limitation.

In regard to claim 79, which includes a similar limitation to wherein each advertisement is a programming language independent metadata document as recited in amended claim 1, the Examiner cites Beck, col. 7, line 57. This citation refers to “the protocol for communication between the implementation proxy and remote implementation,” and mentions that “Java Remote Method Invocation (RMI) is used.” The citation is not referring to advertisements, nor is the citation directed at Beck’s “Service Descriptor”, which the Examiner has equated with Applicants’ advertisements. The citation teaches or suggests nothing about advertisements, nor does the citation teach anything like an advertisement or a “service descriptor” being a programming language independent metadata document. Moreover, Java Remote Method Invocation (RMI) is not a “programming language independent metadata document,” nor does Beck’s mentioning Java RMI teach or suggest this limitation.

In the Action dated September 18, 2008, the Examiner asserts, apparently in response to the Applicants’ above arguments given in regards to claim 79, “In response to applicants’ argument that the prior art does not teach ‘device independent language’, however applicant specification does not provide a specific definition of what is a device independent language, Beck teaches the language independent concept that the implementation can be written in any language.” With all due respect, the Examiner’s assertions here have nothing to do with what is actually recited the claim or with Applicants’ actual arguments. **Applicants have not argued that “the prior art does not teach ‘device independent language’.” Applicants’ claim does not include the limitation ‘device independent language’.** Even if it is true that Applicants’ specification “does not provide a specific definition of what is a device independent language”, as asserted by the Examiner, this is irrelevant because such a limitation does not appear in the claim.

In addition, the Examiner asserts “Beck teaches the language independent concept that the implementation can be written in any language.” Applicants’ claim also does not

include the limitation “the implementation can be written in any language.” Therefore, this assertion by the Examiner is also irrelevant.

Thus, for at least the reasons presented above, the rejection of claim 1 is not supported by the cited art and removal thereof is respectfully requested.

**In regard to claim 39, the cited art does not teach a peer node, comprising program instructions executable by the processor to generate a peer advertisement for the peer node, for at least the reasons given above in regard to claim 1 and claim 25.**

**In further regard to claim 39, the cited art does not teach a peer advertisement for the peer node comprises: a pipe endpoint advertisement indicating where to send messages to the peer node; and one or more service advertisements.**

Not only does the cited art not teach the notion of a peer advertisement for a peer node, the cited art does not teach or suggest the notion of an advertisement comprising other advertisements, nor does the cited art teach or suggest the notion of an advertisement comprising a pipe endpoint advertisement for a peer node and one or more service advertisements. The citations provided by the Examiner have been previously addressed in regard to other independent claims. Applicants note that the citations provided by the Examiner do not teach the above limitations, alone or in combination.

**The Examiner did not respond to the above arguments regarding claim 39 in the Action dated September 18, 2008.**

Thus, for at least the reasons presented above, the rejection of claim 39 is not supported by the cited art and removal thereof is respectfully requested.

**In regard to claim 50, the cited art does not teach a peer-to-peer network system, comprising: a plurality of peers, wherein each peer comprises a network**

**node configured to communicate with one or more other ones of said peers over one or more networks; a plurality of peer services or content provided by one or more of said peers; means for advertising services or content for discovery on said one or more networks, wherein said means for advertising said services or content publishes an identifier for each of said services or content, and wherein said means for advertising said services or content further publishes an indication of how to access each of said services or content on said one or more networks; and means for advertising each of said peers for discovery on said one or more networks, wherein said means for advertising each of said peers publishes an identifier for each of said peers, wherein said means for advertising each of said peers further publishes a communication address corresponding to each of said peers on said one or more networks, and wherein said means for advertising each of said peers further publishes an indication of particular services or content provided by each of said peers.**

In regard to claim 1, under which the Examiner rejected claim 50, the Examiner cites Beck, col. 7, lines 46-47, and states “for example the IP address and the TCP port.” Beck’s service descriptors specifically and only advertise services as defined by Beck. Beck does not teach or suggest that services include peer nodes. The col. 7, lines 46-47 citation is directed at “the descriptor for a *remote service*.” Beck simply teaches in this citation that the service descriptor (which the Examiner has equated with Applicants’ advertisement) for a *remote service* contains information about the location of the remote device on which the remote service implementation resides. “The implementation proxy resides on the device using the service (Device-3, 701), while the remote service implementation resides on a remote device (Device-4, 702).” (Col. 7, lines 36-39). The cited art does not teach or suggest, in this citation from Beck or elsewhere, the notion of means for advertising each of said peers for discovery on said one or more networks, wherein said means for advertising each of said peers publishes an identifier for each of said peers, wherein said means for advertising each of said peers further publishes a communication address corresponding to each of said peers on said one or more networks, and wherein said means for advertising each of said peers further publishes an



indication of particular services or content provided by each of said peers. In addition, Applicants' other arguments regarding the Examiner's assertion that the cited art teaches the notion of peer advertisements for peers presented above in regard to claim 25 apply equally to claim 50.

The Examiner relies upon Lynch to assert the cited art teaches "an identification of the peer node," and cites Lynch, col. 23 lines 54-56, and FIG. 13, "peer ID and the corresponding IP address." However, Lynch, like Beck, does not teach or suggest the notion of peer advertisements for each of said peers as recited in claim 50.

In the Action dated September 18, 2008, in response to the above arguments regarding claim 1, the Examiner asserts "peer advertisements simply include two things, the identification and the communication address, Beck-Lynch teaches each node that advertise the service to other nodes also includes the address and the identification of the node, therefore the combination of Beck-Lynch teaches the peer advertisement for each peers." Amended claim 50 recites wherein said means for advertising each of said peers further publishes an indication of particular services or content provided by each of said peers. Thus, claim 50's means for advertising peers include more than "simply two things, the identification and the communication address."

In the Examiner's arguments regarding claim 3, now canceled, which included limitations similar to the limitation wherein said means for advertising each of said peers further publishes an indication of particular services or content provided by each of said peers in amended claim 50, the Examiner asserts that Beck-Lynch discloses this limitation, and refers to Beck, col. 7 lines 45-48, asserting "service advertisement also include the location of the device that advertise the service." However, **the cited art does not disclose means for advertising each of said peers that further publishes an indication of particular services or content provided by each of said peers**. Beck, col. 7, lines 45-48, is directed at "the descriptor for a remote *service*." Beck simply teaches in this citation that the service descriptor (which the Examiner has equated with Applicants' service advertisement) for a remote service contains information about the

location of the remote device on which the remote service implementation resides. A service advertisement that advertises a service contains information about the location of a remote device is clearly not the same as mean for advertising a peer that further publishes an indication of particular services or content provided by the corresponding peer.

Thus, for at least the reasons presented above, the rejection of claim 50 is not supported by the cited art and removal thereof is respectfully requested.

**In regard to claim 57, the cited art does not teach generating a peer advertisement for a peer in a peer-to-peer network, wherein the peer advertisement comprises an identifier for the peer and a communication address for the peer, wherein the peer advertisement includes an indication of a service or a content provided by the peer.**

In regard to claim 1, under which the Examiner rejected claim 57, the Examiner cites Beck, col. 7, lines 46-47, and states “for example the IP address and the TCP port.” Beck’s service descriptors specifically and only advertise services as defined by Beck. Beck does not teach or suggest that services include peer nodes. The col. 7, lines 46-47 citation is directed at “the descriptor for a *remote service*.” Beck simply teaches in this citation that the service descriptor (which the Examiner has equated with Applicants’ advertisement) for a remote service contains information about the location of the remote device on which the remote service implementation resides. “The implementation proxy resides on the device using the service (Device-3, 701), while the remote service implementation resides on a remote device (Device-4, 702).” (Col. 7, lines 36-39). The cited art does not teach or suggest, in this citation from Beck or elsewhere, the notion of a *peer advertisement for a peer in a peer-to-peer network, wherein the peer advertisement comprises an identifier for the peer and a communication address for the peer, wherein the peer advertisement includes an indication of a service or a content provided by the peer.* In addition, Applicants’ other arguments regarding the Examiner’s assertion that

the cited art teaches the notion of peer advertisements for peers presented above in regard to claim 25 apply equally to claim 57.

The Examiner relies upon Lynch to assert the cited art teaches “an identification of the peer node,” and cites Lynch, col. 23 lines 54-56, and FIG. 13, “peer ID and the corresponding IP address.” However, Lynch, like Beck, does not teach or suggest the notion of peer advertisements for peers as recited in claim 57.

In the Action dated September 18, 2008, in response to the above arguments, the Examiner asserts “peer advertisements simply include two things, the identification and the communication address, Beck-Lynch teaches each node that advertise the service to other nodes also includes the address and the identification of the node, therefore the combination of Beck-Lynch teaches the peer advertisement for each peers.” Amended claim 57 recites wherein the peer advertisement includes an indication of a service or a content provided by the peer. Thus, claim 57’s peer advertisements include more than “simply two things, the identification and the communication address.”

In the Examiner’s arguments regarding claim 3, now canceled, which included limitations similar to the limitation wherein the peer advertisement includes an indication of a service or a content provided by the peer in amended claim 57, the Examiner asserts that Beck-Lynch discloses this limitation, and refers to Beck, col. 7 lines 45-48, asserting “service advertisement also include the location of the device that advertise the service.” However, **the cited art does not disclose a peer advertisement that includes an indication of a service or a content provided by the corresponding peer**. Beck, col. 7, lines 45-48, is directed at “the descriptor for a remote *service*.” Beck simply teaches in this citation that the service descriptor (which the Examiner has equated with Applicants’ service advertisement) for a remote service contains information about the location of the remote device on which the remote service implementation resides. A service advertisement that advertises a service contains information about the location of a remote device is clearly not the same as a peer advertisement that advertises a

corresponding peer and includes an indication of a service or a content provided by the corresponding peer.

**In further regard to claim 57, the cited art does not teach generating a service advertisement for each of one or more of services provided by the peer, wherein each service advertisement comprises an identifier for the corresponding service and an indication of how to access the corresponding service, and generating a content advertisement for each of one or more of contents provided by the peer, wherein each content advertisement comprises an identifier for the corresponding content and an indication of how to access the corresponding content.** The prior art relied upon by the Examiner only teaches service descriptors that specifically and only advertise services as defined by Beck. The cited art does not teach generating service advertisements for services and content advertisements for contents.

Thus, for at least the reasons presented above, the rejection of claim 57 is not supported by the cited art and removal thereof is respectfully requested. Similar remarks as those above regarding claim 57 also apply to claim 100.

**In regard to claim 94, the cited art does not teach the peer node generating a peer advertisement in accordance with a peer-to-peer platform discovery protocol, wherein the peer advertisement includes an indication of at least one service instantiated by the peer.**

In the Examiner's arguments regarding claim 3, now canceled, which included limitations similar to the limitation wherein the peer advertisement includes an indication of at least one service instantiated by the peer in amended claim 94, the Examiner asserts that Beck-Lynch discloses this limitation, and refers to Beck, col. 7 lines 45-48, asserting "service advertisement also include the location of the device that advertise the service." However, **the cited art does not disclose a peer advertisement that includes an indication of at least one service instantiated by the peer.** Beck, col. 7, lines 45-48, is directed at "the descriptor for a remote *service*." Beck simply teaches in this citation that

the service descriptor (which the Examiner has equated with Applicants' service advertisement) for a remote service contains information about the location of the remote device on which the remote service implementation resides. A service advertisement that advertises a service contains information about the location of a remote device is clearly not the same as a peer advertisement that includes an indication of at least one service instantiated by the peer.

**In further regard to claim 94, the cited art does not teach wherein the peer advertisement is a programming language independent metadata document formatted in accordance with the peer-to-peer platform discovery protocol.**

In regard to claim 2, now canceled, the Examiner asserts "Beck-Lynch discloses wherein each peer advertisement is programming language independent metadata document...(see Beck, col. 2, lines 54, Java)." The citation reads "Both the middleware and the services are advantageously written in Java." The citation is not referring to advertisements, nor is the citation directed at Beck's "Service Descriptor", which the Examiner has equated with Applicants' advertisements. The citation teaches or suggests nothing about advertisements, nor does the citation teach anything like an advertisement or a "service descriptor" being a programming language independent metadata document. Moreover, Java is not a "programming language independent metadata document," nor does Beck's mentioning Java teach or suggest this limitation.

In regard to claim 79, which includes a similar limitation to wherein the peer advertisement is a programming language independent metadata document formatted in accordance with the peer-to-peer platform discovery protocol as recited in amended claim 94, the Examiner cites Beck, col. 7, line 57. This citation refers to "the protocol for communication between the implementation proxy and remote implementation," and mentions that "Java Remote Method Invocation (RMI) is used." The citation is not referring to advertisements, nor is the citation directed at Beck's "Service Descriptor", which the Examiner has equated with Applicants' advertisements. The citation teaches or suggests nothing about advertisements, nor does the citation teach anything like an

advertisement or a “service descriptor” being a programming language independent metadata document. Moreover, Java Remote Method Invocation (RMI) is not a “programming language independent metadata document,” nor does Beck’s mentioning Java RMI teach or suggest this limitation.

In the Action dated September 18, 2008, the Examiner asserts, apparently in response to the Applicants’ above arguments given in regards to claim 79, “In response to applicants’ argument that the prior art does not teach ‘device independent language’, however applicant specification does not provide a specific definition of what is a device independent language, Beck teaches the language independent concept that the implementation can be written in any language.” With all due respect, the Examiner’s assertions here have nothing to do with what is actually recited the claim or with Applicants’ actual arguments. **Applicants have not argued that “the prior art does not teach ‘device independent language’.” Applicants’ claim does not include the limitation ‘device independent language’.** Even if it is true that Applicants’ specification “does not provide a specific definition of what is a device independent language”, as asserted by the Examiner, this is irrelevant because such a limitation does not appear in the claim.

In addition, the Examiner asserts “Beck teaches the language independent concept that the implementation can be written in any language.” Applicants’ claim also does not include the limitation “the implementation can be written in any language.” Therefore, this assertion by the Examiner is also irrelevant.

Thus, for at least the reasons presented above, the rejection of claim 94 is not supported by the cited art and removal thereof is respectfully requested. Similar remarks as those above regarding claim 94 also apply to claim 111.

**In regard to claim 110, this claim is a computer-readable storage medium claim that includes limitations similar to the limitations recited in claim 79, which**

**the Examiner rejected under § 102 to Beck.** Therefore, Applicants traverse the rejection of claim 110 for at least the reasons given above in regards to claim 79.

The Examiner rejected claims 8, 54 and 64 under 35 U.S.C. § 103(a) as being unpatentable over Beck and Lynch, and further in view of Borella, et al. (U.S. Patent 6,269,099) (hereinafter “Borella”). Since the rejections have been shown to be unsupported for the independent claims, a further discussion of this rejection is not necessary at this time.

The Examiner rejected claims 22-24 and 77-78 under 35 U.S.C. § 103(a) as being unpatentable over Beck and Lynch, and further in view of Norris, et al. (U.S. Patent 6,754,678) (hereinafter “Norris”). Since the rejections have been shown to be unsupported for the independent claims, a further discussion of this rejection is not necessary at this time.

The Examiner rejected claim 80 under 35 U.S.C. § 103(a) as being unpatentable over Beck in view of what was well known in the art. Since the rejections have been shown to be unsupported for the independent claims, a further discussion of this rejection is not necessary at this time.

The Examiner rejected claim 96 under 35 U.S.C. § 103(a) as being unpatentable over Beck and Lynch and further in view of what was well known in the art. Since the rejections have been shown to be unsupported for the independent claims, a further discussion of this rejection is not necessary at this time.

The Examiner rejected claim 47 under 35 U.S.C. § 103(a) as being unpatentable over Beck and Lynch, and further in view of Periasamy, et al. (U.S. Patent 5,537,526) (hereinafter “Periasamy”). Since the rejections have been shown to be unsupported for the independent claims, a further discussion of this rejection is not necessary at this time.

The Examiner rejected claim 86 under 35 U.S.C. § 103(a) as being unpatentable over Beck in view of Periasamy. Since the rejections have been shown to be unsupported for the independent claims, a further discussion of this rejection is not necessary at this time.

Regarding both the § 102 and § 103 rejections above, Applicants also assert that the rejection of numerous ones of the dependent claims is further unsupported by the cited art. However, since the rejection has been shown to be unsupported for the independent claims, a further discussion of the dependent claims is not necessary at this time.



## **CONCLUSION**

Applicants submit the application is in condition for allowance, and an early notice to that effect is requested.

If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5681-06900/RCK.

Respectfully submitted,

/Robert C. Kowert/

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